The Solicitors' Journal

Vol. 99 July 23, 1955 No. 30

CURRENT TOPICS

The Commonwealth and Empire Law Conference

THIS week has seen the gathering in London of over 1,100 delegates and guests from all parts of the Commonwealth and from both sides of the profession assembled for the Commonwealth and Empire Law Conference which opened at Westminster Hall on 20th July. In adding our voice to the welcome extended to our visitors from overseas, we express the hope that this may be but the first of many similar enterprises of the future, for there can be no doubt that the forging of closer professional relationships between the lawyers of the British community of nations has its part to play in the wider unity which is paradoxically emerging from the dissolution of more formal ties between its members. The Conference has a full programme of live issues for discussion, as the mere recital of the subjects on the agenda testifies: Professional Ethics; The Lawyers' Part in Law Reform; Retirement Benefits; The Tenure and Qualifications of Colonial Judges; The Jury System; Recruitment to the Profession; Institutional Advertising; Legal Aid in the Commonwealth, including reciprocal facilities; Systems of Land Tenure and Transfer; Fusion of the Two Branches of the Profession; Causes of Congestion in the Courts and Possible Remedies; Standards of Education for Admission to the Profession; Reciprocity of Admission, and Freedom for Commonwealth Lawyers to Practise in Other Parts of the Commonwealth; Overseas Relations and the exchange of visits by practising lawyers, teachers of law, students, etc. Much of value will certainly result from the labours of the Conference: still more to be valued will be friendships made and friendships renewed between men of goodwill from the four corners of the earth.

Trials in Absence of Defendant

THE Departmental Committee on the Summary Trial of Minor Offences which was appointed in October, 1954, under the chairmanship of Sir REGINALD SHARPE, Q.C., issued their report on 15th July. The scope of the reference was to consider what changes, if any, should be made in the law relating to the trial of minor offences in magistrates' courts, in order to save the time of the courts and witnesses, without prejudicing the rights of a defendant. The committee recommend that changes be made in the law, to apply to summary offences punishable by a fine or not more than three months' imprisonment. The changes, they state, should be introduced simultaneously and not gradually. From the 1953 statistics it seems that about 600,000 offences a year will be affected. The main proposal is that a written plea of guilty should be treated for all purposes, subject to certain safeguards, as if it had been entered personally. It will be for the prosecution to decide in any given case whether the proposed new procedure is to apply, and, if they so desire, the defendant is to be served with the summons and a notice from the clerk to the justices setting out briefly the facts of the case, inviting him to say whether he wishes a plea of guilty to be entered without his having to appear at the

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court, and stating that, if he so elects, only the facts in the notice will be put before the court. The defendant will at any stage be entitled to withdraw his plea, and the court will at any stage have power to order that the trial should proceed according to the ordinary procedure. Imprisonment or disqualification from holding a driving licence should not be awarded to an absent defendant without giving him a further opportunity to appear. The prosecution should be allowed to serve notice of previous convictions on the defendant, to be deemed to be admitted by him unless he appears and denies them. No change is recommended so as to permit the acceptance of monetary penalties without any hearing.

Criticism of the Legal Aid Scheme

VOCIFEROUS criticisms of the Legal Aid and Advice Act, 1949, and its working were made on the report stage, on 15th July, of the County Courts Bill. Mr. ERIC FLETCHER thought that it would be insufficient to extend legal aid in its present form to the county courts, because legal aid in the High Court was not working satisfactorily. There had been cases where people had had to pay more than if they had been without legal aid. He had had complaints by people that legal aid had ruined them, and they would have been better off without it. Mr. Fletcher raised the matter again on the adjournment and urged that scales of assessment should be drastically reduced. Mr. SIDNEY SILVERMAN said that, except in divorce, the legal aid scheme made an annual profit. Answering for the Government, the SOLICITOR-GENERAL repudiated the allegation that the Government were wrong because they had not yet told Parliament the form which the scheme for legal aid in the county courts would take. He said that The Law Society were working on that matter, and he had no official information about it.

The Rule of Law in Practice

THE solicitors' branch of the profession will be solidly behind Mr. R. E. MEGARRY in his militant championship in the correspondence columns of the *Listener* of the cause of accuracy in legal matters broadcast to the lay public. The occasion for his writing was a talk on Law and Order given by Mr. BERTRAM HENSON in the serious-minded Third Programme. The perfectly tenable thesis of the talk was the tendency for law to change, in its nature and function, from moral custom to arbitrary command. In the course of it Mr. Henson warned us not to be complacent about our legal system, and he devoted some time to a description of some of its defects considered from the point of view of the legitimate purpose of law as a means of promoting the right kind of human freedom and justice. That there are defects none will deny. It must be literally true to say that we fail to achieve the rule of law while human judges and magistrates are susceptible to human frailties, and while money may be made to talk the language of wealthy persons and corporations to the practical detriment of others. But these are the human and material conditions of nature and society. We believe that, in so far as it is possible, the profession and the judiciary do, and will always do, all they can to neutralise such constitutional vices. A modern judge looks habitually for a way to do justice within the framework of a law that binds him as well as the rest of us. The uninformed public stands in no need of ammunition for its eternal sport of sniping at the members of a profession to whom it turns readily enough for all sorts of advice, very often on family and business matters as well as those strictly legal. The episodes of which we have least cause to be proud are those that stick most firmly in the lay memory. To do him justice, Mr. Henson says in his talk that what is shady is not the lawyer but the law. We think it a pity, however, that he should have employed so extensively a form of irony which might easily have led his audience to misunderstand that generous exculpation, particularly when his later letter declared that the fun in the broadcast was supplied by the lawyers and not by him.

Proposed Legislation on Restrictive Practices

THE Government proposals following on the recent report of the Monopolies Commission were set forth in a statement by the President of the Board of Trade in the Commons on 13th July. They intend to take power under Act of Parliament to require the registration of restrictive practices which they will from time to time specify. They will not limit themselves on the one hand to those referred to in the report nor will they require all restrictive practices to be registered together. They will include those mentioned in the report among those for early registration, and they will also include agreements fixing common prices. The registration authority will call for registration of a particular class of agreement, and then the tribunal, with the information on the register, will require the persons affected to make out their case for the practice in question. The onus, Mr. THORNEYCROFT said, of showing that a practice is in the public interest, is to be fairly and squarely on the shoulders of the men who wish to use it. The practice of the collective adoption by sellers of a policy of maintaining resale prices or imposing other collateral trading obligations on buyers, he considered, might well be the first to be registered and examined. He acknowledged the desire of those who had private trade courts to be fair, but there was something repugnant in this sytem, and even if the tribunal ruled that a particular practice should continue, some radical alteration in this arrangement should take place.

Earnings at the Bar

THE ATTORNEY-GENERAL'S speech at the Annual General Meeting of the Bar on 11th July revealed a grave state of affairs. The average earnings of barristers, he said, had not much improved since 1953, when *The Times* had estimated them at less than £1,000 a year. Two hundred and sixty-six out of 648 who started to practise between 1949 and 1954 started without any pupilage. In the same period 1,009 of those called who had British domicile did not practise at all. The small proportion, he thought, might be due in part to the present prospects at the Bar. The high fees which some newspapers reported, sometimes he suspected with doubtful accuracy, gave an entirely false picture as to the prospects of the profession. The truth was that the fees had not increased as they had in other walks of life to keep pace with the higher cost of living. Despite the raising of the minimum fee to two guineas, the remuneration for interlocutory work was frequently little better than nominal. Much depended on the taxing master, and he hoped that the amendment of Ord. 65 would not be long delayed and would lead to a more realistic and up-to-date standard. There were few specialists or experts who would accept a fee of two guineas to-day. Sir HARTLEY SHAWCROSS, Q.C., expressed the hope that the Chancellor of the Exchequer would consider for the next Budget whether it was not possible to give tax relief to self-employed persons for amounts put aside for endowment and life insurance, in the same way as is now provided for salaried persons. The state of affairs revealed in the Attorney-General's statement only ceases to be shocking when justice and the quality of the services provided in its administration have ceased to be important. We hope that that time has not yet arrived and that it never will.

Social Security for Lawyers

THE theme of social security is raised in two different publications which have reached the Journal offices during the past two weeks. One is the *Massachusetts Law Quarterly* for May, 1955, in which 216 answers to questions designed to discover how many members of the Massachusetts Bar Association wished to see Congress enact a law providing compulsory "coverage" for lawyers showed only 45 in favour of compulsory coverage and 85 in favour of voluntary coverage. There are 4,800 members of the Association. A voluntary plan had already been favoured by a majority of the 1,445 Bar Associations in the States. "Practical Problems of Retirement Benefit Schemes" (The Chartered Insurance Institute, price 2s.) is a reprint from the Institute's *Journal* and deals with schemes for employees. It contains much useful information on the law and practice affecting such schemes. Copies of both the *Journal* (15s. annually) and this and other papers are obtainable from the Institute's Hall at 20 Aldermanbury, E.C.2. A study on insurance schemes for the self-employed, by an author with the gift of clarity possessed by Mr. PINGSTONE, the writer of this essay, would be very welcome.

Town and Country Planning Acts, 1947 and 1954

THE Council of The Law Society invite information from members as to any cases of serious hardship which have resulted from purchasers being told by local authorities of vague and distant proposals which may never be put into execution but which are quite enough to damp a sale. In the July issue of the *Law Society's Gazette*, they refer to their memorandum dated July, 1953, on the planning provisions of the Town and Country Planning Act, 1947, in which they stated that as a general principle land should not be sterilised by a development plan unless it is reasonably certain that the development will take place within fifteen years. They recognised, however, that in exceptional cases planning must look even further ahead than this. The Council also state in the same issue that they are at present discussing with the local government bodies concerned the possibility of including an application under s. 33 (1) of the Town and Country Planning Act, 1954 (to serve on the applicant within twenty-eight days a notice stating whether or not the council propose to acquire within the next five years any interest in specified land or have been notified by any public authority of a proposal of that authority so to acquire any such interest), in the usual Forms of Enquiries of Local Authorities (Con. 29A and C) and in a new form for use with the London County Council. (A comment on this proposal appears on p. 503 of this issue.) In the meantime, it is stressed that enquiries Nos. 11 (as to the development plan) and 18 (as to compulsory acquisition) of Form Con. 29A and the similar enquiries in other forms do not constitute an application under s. 33 (1) and a separate application is accordingly necessary.

Offices of Profit and Disqualification for Parliament

THE confusion of the law disqualifying members of Parliament from holding or accepting offices of profit under the Crown was the subject of a report by a select committee under the chairmanship of Sir Dennis Herbert (the late Lord Hemingford) as far back as 1941. A Bill introduced in the Commons on 12th July (The House of Commons Disqualification Bill) proposes to give effect to the recommendations in that report by abolishing the common informer proceeding for a daily penalty of £500 and by giving the House of Commons power to order that inadvertent disqualifications should be disregarded. The Bill recognises the incompatability of certain non-ministerial offices with membership of the Commons, including holders of judicial office, whole- or part-time civil servants, members of the police and armed forces, and members of the legislatures of countries outside the Commonwealth. The holders of certain Government contracts and Crown pensions are also disqualified. Members of the reserve and auxiliary forces are to be exempted from disqualification, except when embodied or called out. Anyone seeking to establish that an M.P. is disqualified may apply to the Judicial Committee of the Privy Council for a declaration to that effect. Other disqualifications which are laid down are (*a*) that of a Lord Lieutenant of a county to sit as county member; (*b*) that of the High Sheriff of a county from sitting for anywhere in the county; (*c*) that of the chairman and deputy-chairman of quarter sessions from sitting for any part of the area for which his court has jurisdiction.

Mr. Arthur E. Smith

SOLICITORS realise more than most how much of the responsibility and hard industry that contribute to the smooth administration of the Royal Courts of Justice flows from the permanent staff, who, though they invariably from small beginnings rise, almost as often live to know at least as much about the rules of practice and even some branches of the law as their bewigged superiors. Mr. ARTHUR E. SMITH, head clerk of the Actions Department, who retired on 16th July after forty years' service on the staff of the Central Office, is typical of the best of these public servants. Though he has recently been in unfortunate ill-health, no one has ever seen him otherwise than in good cheer. Friendly to all without distinction, his genial presence in the judges' chambers will be missed by solicitors and members of the bar, who felt his detached wisdom and long experience to be a guarantee of the soundness of the judicial decisions on which he was so often consulted. He will also be missed by the judges, in spite of his able successors, who will carry on with the work. We wish Mr. Smith a happy retirement.

Dismissal on Marriage

IT is reported that a German labour court has upheld a complaint by a woman employed by dressmakers in Dortmund that her dismissal from her employment on the ground of marriage, although apparently in accordance with a "celibacy clause" in the contract, was unlawful as being contrary to the basic law of the Federal Republic. It will be found stated in English textbooks that contracts in general restraint of marriage are void when entered into by bachelors or spinsters. This should not lead readers of the German report to imagine that the result in Dudley would be the same as in Dortmund. The basic law invoked by the German court embodies principles not at all disdained by our own system: encouragement of marriage, equality of rights as between the sexes, and (though this, if it means what we call individual liberty, is declared by many to be on the wane here) free development of personality. Yet our law of freedom of marriage is linked primarily with the acquisition of proprietary rights, and a distinction would surely be drawn between a settled or testamentary benefit of property, which cannot be so limited as to be lost at the altar steps, and the benefit, unbargained for and ungiven, of having one's contract of employment continue indefinitely. If, as in the German case, an employer insisted on a clause allowing him to determine a contract of employment not on marriage but on notice given thereafter, we do not doubt that the English courts would hold that to be no restraint at all. It seems but to recognise the complement to freedom of contract—freedom to escape from an agreement in accordance with its terms.

ARTICLES OF CLERKSHIP: THE COVENANT IN RESTRAINT OF TRADE

IN this article it is proposed to consider one aspect of the contract of articles between a solicitor and his articled clerk: the legal right which the solicitor has to protect his business from his clerk at the expiration of the clerkship. It is proposed to consider this matter by reference to certain well-established and highly-authoritative precedents of articles of clerkship. An analysis will show that, at any rate in the precedents here selected for consideration, there is no unanimity either as to what is the law, or as to the form of precedent to be adopted (or omitted).

The precedents considered are from Prideaux's Precedents in Conveyancing, 24th ed., vol. 3, pp. 956–958, the Encyclopædia of Forms and Precedents, 3rd ed., vol. 1, from p. 631, and from Key & Elphinstone's Precedents in Conveyancing, 15th ed., vol. 1, pp. 210–213. For the sake of convenience these forms will be called hereinafter "Prideaux," "the Red Forms" and "K. & E." respectively.

In Prideaux the form of contract is headed: "Articles of clerkship when the clerk is under age." The covenant, which is at p. 957, is in these words: "That so long as the solicitor continues to practise as a solicitor, the clerk will not at any time during —— years from the end of the said term practise as a solicitor or managing clerk to a solicitor within a radius of —— miles from ——, or knowingly act as solicitor for any person who at any time during the said term was a client of the solicitor or his firm."

In the Red Forms there is, at p. 631, a form of contract headed "Articles of Clerkship to a Solicitor." On the face of it the form of agreement appears to be designed for an infant clerk. At pp. 633–634 there is, in square brackets, a covenant, cl. 5, in these terms: "The clerk covenants with the solicitor that during such period as the solicitor shall continue in practice after the expiration of the said term he the clerk will not either solely or jointly with or as agent for or clerk to any other person or persons practise carry on or be engaged in the business or profession of a solicitor in —— or within —— miles of the parish church thereof and will not knowingly directly or indirectly act as solicitor for any person or persons who shall have been a client or clients of the solicitor or of any partner or partners of the solicitor during the said term either within or without those limits."

This covenant is preceded by a note which starts with the following sentence: "This covenant may be inserted if the articled clerk is of age." The note then goes on to refer the reader to certain cases. It seems that the inference to be drawn from this note is that a solicitor should not include a covenant in restraint of trade in articles of clerkship with an infant. The view against having a covenant in restraint of trade in an agreement with an infant receives strong supoprt from the fact that The Law Society, in the draft agreement which they publish, do not include such a covenant at all.

In K. & E. the precedent is at p. 210, and is designed with variations for when the clerk is under age. It contains no covenant at all restraining the clerk's future activities.

As many practitioners know, these forms, coming as they do from volumes of precedents of such high repute, are frequently followed. In this article it is proposed to analyse the two above-quoted clauses in Prideaux and the Red Forms in order to determine (1) how far each is valid, and (2) whether the wording of either is capable of improvement. It is also proposed to consider (3) the law with regard to inserting covenants in restraint of trade in the case of infant clerks.

1. *The validity of each clause*

It will be noted that the clauses in Prideaux and the Red Forms bear marked similarities to each other. Each can readily be divided into two parts: (1) the first part, in which the clerk covenants that he will not during such period as his principal continues in practice, or during so many years, practise as a solicitor within a specified geographic location, and (2) a second part in which the clerk covenants that during the aforesaid period he will not "knowingly [directly or indirectly] act as solicitor for any person" who shall have been a client of the solicitor or his partners during the period of his clerkship. This latter restraint is not restricted to the former geographic location. For the purposes of this article it is assumed that the solicitor could prove that the agreed geographic location was reasonable. It is clear that the second part of the covenant is considerably different from the first part.

A covenant in restraint of trade, if there is nothing more, is bad as being contrary to public policy. It is, by now, reasonably well established that the burden is on the covenantee to justify the covenant by proving that it is reasonable in all the circumstances of the case (*Morris* v. *Saxelby* [1916] 1 A.C. 688). Lord Birkenhead (in *Fitch* v. *Dewes* [1921] 2 A.C. 158, at p. 162) took the view that the burden of proving that the covenant was not justified lay on the covenantor. In *Routh* v. *Jones* [1947] 1 All E.R. 758, Lord Greene, M.R. (at p. 763), indicated, by way of *obiter dictum*, that he preferred to follow *Morris* v. *Saxelby*. But even if it were still open to the parties to argue as to where the burden of proof lay, such an argument would not be open to a solicitor in a case in which he was entering into a contract with an infant, for here the burden is on the covenantee to prove that the agreement he entered into with the infant is beneficial to the infant (see *Sir W. C. Leng & Co., Ltd.* v. *Andrews* [1909] 1 Ch. 763, at p. 769).

The only reason by which an employer can justify a covenant in restraint of trade taken from his employee "is that the employer has some proprietary right, whether in the nature of trade connection or in the nature of trade secrets, for the protection of which such a restraint is, having regard to the duties of the employee, reasonably necessary." (Lord Parker in *Morris* v. *Saxelby*, *supra*, at p. 710).

In particular a solicitor is entitled to restrain his clerk from using "the intimacies and the knowledge he had acquired in the course of his employment in order to create a practice of his own in the same place and by doing so undermine the business and the connection of the solicitor" (*per* Lord Birkenhead in *Fitch* v. *Dewes*, at p. 164). The knowledge to which Lord Birkenhead was there referring was not knowledge of law or skill, but knowledge of his master's clients (*Routh* v. *Jones*, *supra*). Such a construction is confirmed by such cases as *Hepworth Manufacturing Co.* v. *Ryott* [1920] 1 Ch. 1, at p. 15, and *Eastes* v. *Russ* [1914] 1 Ch. 468, at p. 477.

Applying the above tests to these two clauses it appears that the second part of each covenant is good: it restrains the clerk from doing that, and only that, which the solicitor is entitled to restrain him from doing. This view is supported by such cases as *Nicholls* v. *Stretton* (1847), 10 Q.B. 346, and *Mineral Water Bottle Exchange Society* v. *Booth* (1887), 36 Ch. D. 465, at p. 471. It is worth noticing in this connection that The Law Society's draft contract of articles for an adult

clerk contains a covenant in terms similar to those in the second part of these covenants.

It follows that if the second part of the covenant is all that the solicitor is entitled to by way of protection, then any additional protection is unreasonable and bad. In this light it seems to follow that the first part of each of these covenants is bad, in that it gives to the solicitor a protection greater than that to which he is entitled, a protection, in effect, against competition.

At least two arguments can be advanced in favour of these clauses as they now stand: (1) If the first part of the covenant had stood by itself, and it could be established that the solicitor's practice extended throughout the agreed area, the covenant would have been good and the restriction reasonable. Why should the addition of the second part of the covenant render bad that which alone would have been good? The reason is that in each case the first part of the covenant would have been good in the general sense that the courts allow a certain latitude in these matters. But if the parties themselves give precision to their agreement they cannot claim the latitude they might otherwise be able to claim: they have themselves defined what is reasonable and the more general clause must now be judged in relation to the more precise clause.

(2) The Court of Appeal in the case of *Haynes* v. *Doman* [1899] 2 Ch. 13 appears to be authority in favour of both these clauses and against the conclusion expressed in this article. In the teeth of that authority can one advise that these clauses are bad (in part)? As in these clauses, in *Haynes* v. *Doman* the covenant was divisible into two parts and the very reasoning which has been advanced here was considered and rejected by Romer, L.J., at pp. 28–29, but, of course, rejected on the facts of that case. What the judges there decided was that the lesser covenant was not sufficient for the protection of the employer and that the greater covenant was necessary. It was a conclusion based on facts, which is not applicable here. At p. 27 of that case Lindley, M.R., made it clear that there "the prohibition against disclosing secrets is practically worthless without the restriction against entering the employment of rivals." Solicitors have not got such "secrets." All that they are entitled to is protection for their clients and their firm's clients. So that on fact alone *Haynes* v. *Doman* is not applicable to this case.

But apart from fact one must consider that that case was decided before such cases as *Mason* v. *Provident Clothing & Supply Co.* [1913] A.C. 724 and *Morris* v. *Saxelby, supra.* These cases have brought about considerable changes in the law (*Attwood* v. *Lamont* [1920] 3 K.B. 571, at pp. 581–582). It is only after 1913 that the distinction between contracts for the sale of a business and contracts of employment was fully appreciated (*N.W. Salt Co.* v. *Electrolytic Alkali Co.* [1914] A.C. 461, at p. 471). Nor did the Court of Appeal in *Haynes* v. *Doman* make the distinction, which we now know to be so vital in this sort of case, between ordinary knowledge gained which becomes personal to the servant, and from which there is no protection, and special knowledge of secrets which belong to the employer, and for which the employer is entitled to protection: see Lord Shaw's speech in *Mason's* case, at p. 740. A solicitor has no secret way of business to protect, indeed he must impart his knowledge to his clerk. He is only concerned that his clerk should not steal his clients. In *Haynes* v. *Doman* the plaintiff had a special mode of conducting his business which he was anxious not to impart to his rivals. It was this "secret" which the court protected and which distinguishes that case from others.

Although the first part of each of these clauses seems bad, the second part is good, and, it is suggested, is enforceable, for even applying the rigorous tests enjoined by Younger, L.J., in *Attwood* v. *Lamont, supra,* at pp. 593–594, the two parts are severable, and this is so even though the covenant were entered into with an infant (*Bromley* v. *Smith* [1909] 2 K.B. 235).

(2) *Possible improvement in wording*

The first part of these clauses restrains the clerk from practising within the prohibited area "during such time" or "as long as the solicitor shall continue in practice." There is no specific indication that the obligation is only to continue during such time as the solicitor remains in practice in the area in which he is entitled to protection. If after a time the solicitor went to practise in another part of the country, what reasonable protection would such a covenant then give him? Would it not then clearly be a covenant against competition?

It is arguable that it is not fair to put such a construction on this part of the covenant, and that reading the covenant as a whole and the agreement as a whole, it is to be implied that the solicitor's practice here refers to his practice in the locality covered by the restraint. It is not proposed to consider the strength of this argument, save to say that a few minor alterations would avoid thrusting upon the solicitor, whose burden of proof is heavy enough in all conscience, the further burden of convincing a court of the necessity of implying such a limitation.

(3) *Infants*

It will be recollected that the precedent in K. & E. contains no covenant in restraint of trade at all. It is preceded, however, by a preliminary note which contains the following remarks at pp. 205–206: "If an infant enters into a contract of apprenticeship or service which contains a covenant in restraint of trade, and the contract as a whole is more onerous than beneficial to him, the infant may repudiate it, whether or not, apart from the question of infancy, the restraining covenant could be regarded as reasonable; and the onus lies on the employer to prove that the contract as a whole is beneficial to the infant." The note proceeds to point out that the restraining covenant cannot be enforced against the infant during his infancy.

In the writer's opinion this note accurately sets out the law on this matter, but one is prompted to ask why the precedent in K. & E., designed as it is for both adults and infants, contains no such form of covenant.

Any criticism of the reference to infants in the Red Forms ought in fairness to take into account the following paragraph from p. 583 of the preliminary note: "A restrictive clause if fair and reasonable is binding on the apprentice although entered into when he was an infant. But the limits of time and space and trade must be carefully considered and made as narrow as possible, and it is advisable to restrict the covenant not to solicit the customers of clients to those who were actually customers during the apprenticeship. The court draws a sharp distinction between covenants in restraint of trade on the sale of the goodwill of a business and covenants with an employee."

It is difficult to appreciate why the author of this note, in effect, set a different standard in the case of infants and of adults. If the covenant is good *qua* an adult it is, subject to what follows, good *qua* an infant, and *vice versa*. The tests applicable to determine the validity of the covenant are substantially the same whether the covenantor is an infant

or an adult. The difference between the two is this, that in the case of an adult, once the solicitor has proved that the covenant is reasonable in all the circumstances of the case, unless the clerk can then prove that the covenant is contrary to the public interest, the solicitor is home. In the case of an infant the solicitor must show not merely that the covenant is good, but that it is beneficial to the infant, and one way, possibly the only way in which he can show this, is by showing that the agreement contains clauses, " and only clauses that are usual and customary in an employment of this nature " (*Sir W. C. Leng & Co.* v. *Andrews*, at p. 769). If an infant could not enter into articles of clerkship without entering into a (valid) covenant in restraint of trade, the court would enforce the covenant, treating the agreement as a whole as being one that was beneficial to the infant (*Gadd* v. *Thompson* [1911] 1 K.B. 304).

It is for the solicitor to prove that the covenant is usual, and in doing so, regard would no doubt be had to the form published by The Law Society which contains no restrictive covenant, and to the fact that in the covenant clauses in the Red Forms there is a note advising against its use in the case of an infant. The writer has no general evidence in this matter before him, but unless there is a practice to the contrary, it is difficult to see, either as a matter of principle or of law, why a solicitor should not be able to ask an infant articled clerk to enter into a reasonable restrictive covenant. It would be of general assistance if The Law Society gave some indication of its views on this subject. In their opinion, is a restrictive covenant in the case of infants " usual " ? Should it be usual ? Until this question has been decided no definite advice can be given as to whether or not such a covenant would be enforceable against an infant.

J. H. H.

TOWN AND COUNTRY PLANNING ACT, 1954, s. 33: CICERO AND THE ACQUISITION OF LAND

THERE seems to be a good deal of misunderstanding about, and misuse of, the provisions of s. 33 of the Town and Country Planning Act, 1954, which has been high-lighted, if one may use a popular modern expression, by a case which has been reported recently in the national Press.

To quote the *Daily Telegraph*, " Cicero's words ' Good faith is the foundation of justice ' were quoted yesterday by Mr. Norman Harding, the auctioneer, at the London Auction Mart, Queen Victoria Street. He was protesting against a proposed compulsory purchase of 17 acres of land at Isleworth." Mr. Harding is further quoted in the paper as having said : " I now make a public protest with all the force at my disposal against the procedure adopted which, in my view, is a circumvention of the protection which s. 33 of the Act purports to give to a purchaser."

The facts of the case as they appeared in the Press were that the auctioneers had obtained a negative notice under s. 33 from the Heston and Isleworth Borough Council, in whose district the land concerned lay. Then, after preparations for the auction had started, a neighbouring authority, Brentford and Chiswick Borough Council, announced that they had decided to buy the land compulsorily or by agreement for housing purposes. The land was in fact sold in lots at the auction subject to a special condition entitling the purchasers to be released from their contract if a compulsory purchase order was confirmed, but, as it happened, the Brentford Council subsequently reversed their decision, so all was well.

Section 33 is headed " Protection for purchaser of interest subsequently acquired compulsorily." It makes it the duty of a county borough or county district council, on application by any person, to serve on the applicant within twenty-eight days a notice stating whether or not the council propose to acquire any interest in the land to which the application relates within the next five years (whether compulsorily or otherwise) or have been notified by any public authority possessing compulsory purchase powers of a proposal of that authority so to acquire any interest in the land.

If the applicant receives a negative notice, purchases or completes his purchase of the land within three months of the date of the notice and notifies the council of his purchase or of completion of his purchase, then, if the land is in fact acquired within five years by the council or by any public authority, the applicant is entitled to receive as compensation not, as in the ordinary way, existing use value plus the amount of any unexpended balance of established development value but existing use value plus the development value of the land for any development included in a planning permission already granted at the date of the notice given by the council, which in most cases will probably be considerably more.

There are three points to be noted immediately about the section, namely :—

(1) Although any person can apply for a notice, the only applicant it protects, and is intended to protect, is a purchaser ;

(2) Its whole object is directed to cases where the land is subsequently acquired by an authority despite the giving of a negative notice ; and

(3) the only protection it gives, and is intended to give, is a financial one, namely, an increase in most cases in the amount of compensation payable.

It is, therefore, a complete misuse of the section for a vendor to apply for and obtain a notice, and, so far from the subsequent acquisition of the land by an authority being a circumvention of the section, it is precisely the case for which the section is intended to provide.

It is also a misuse of the section to use it in cases where no unexercised planning permission is in being and where, therefore, it cannot operate, though the writer believes it is widely used in such cases. To expect to obtain by a misuse of the section a guarantee that the land will not be acquired for five years can only lead to disappointment in many cases and awkward explanations by the solicitor to his client. Even where the section is properly used the limited protection which it confers must be realised, and a subsequent acquisition, for the purpose of which the section exists, could in no sense be said to be a breach of faith. It is not to be expected that, in deciding whether or not to make or confirm a compulsory purchase order, any Minister will attach to a negative notice any greater or different importance than Parliament intended it to have.

Unfortunately, in the writer's view, the misuse of the section is perhaps being encouraged by The Law Society, for on p. 312 of the July issue of the *Law Society's Gazette* it is stated : " Although the view has been advanced that an application under s. 33 (1) is only appropriate in cases where planning permission has in fact been granted, the reply received from the local authority in response to such an application may

prove useful in other cases for the information of the intending purchaser, even though no protection is afforded." Admittedly, if the answer is positive the purchaser will be glad of the warning, but, if he is intended to draw the inference that the notice means that his land is not going to be acquired compulsorily within five years, then he may well be disappointed in many cases.

The s. 33 notice which the county borough or county district council are required to give, assuming that it is in the negative, says, first, that they do not propose to acquire the land within five years and, secondly, that they have not been notified by any other public authority of a proposal by that authority to acquire.

The other public authorities concerned will usually be a Government Department or, in the case of land in a county district, the county council (and, in a rural district, a parish council or parish meeting as well) or, as in the Isleworth case, an outside local authority. The section does not require the authority giving the notice to consult with any of these bodies on receipt of an application, and they are not expected to do so. Therefore, any other public authority must, if they wish to take advantage of the section, notify their land requirements in advance. But it would be a formidable, and indeed impossible, task for county councils and Government Departments, for example, to notify in advance their whole land-acquisition programme for five years.

For example, the proposed London–Birmingham motorway is expected to be started in five years, but its route has not yet been finally settled, and indeed cannot be until the necessary statutory procedure, probably involving one or more public local inquiries, has been carried out. Yet it is bound to affect seriously hundreds of owners, and this is only one proposed road. Again, it would be quite impracticable for a county council to notify all its hundreds of proposed acquisitions for road improvements. Further, a county council will probably have a substantial programme for the acquisition of sites for schools and playing fields. But, if any of these are likely to be acquired in five years, it is most improbable that there will be any planning permission in existence for development for other purposes, so that s. 33 would not apply, and it is quite unnecessary for the county council to notify their proposals for these sites. Many highway acquisitions necessitate the acquisition and demolition of property already built up and for which there is unlikely to be any unexercised planning permission, so here again the section would not apply and there would be no notification.

In other words, it is only in cases where planning permission for some development has been granted that the "other public authorities" can reasonably be expected to have notified their proposals and, even then, as in the case of the motorway, it may very well not be possible for them to do so.

Even in the case of the authority giving the notice, it is by no means always possible for a complete five-year programme to be in their minds; county boroughs, for example, may well have difficulty with their road and housing programmes. Again, acquisitions of land may be accelerated or decelerated according to the financial condition of the country from time to time.

At this point it is perhaps relevant to recall the somewhat ill-fated designation procedure of the Town and Country Planning Act, 1947. During the passage through Parliament of the Bill that was to become this Act, it appears to have been Government policy that, other than in exceptional circumstances, land should not be acquired by public authorities under their varied specific statutory powers, but that it should be designated in the plan. Thus the Lord Chancellor said in the House of Lords on the 26th June, 1947 (*Hansard*, vol. 149, No. 90, col. 483): "I hope no land will be compulsorily acquired, whatever the powers may be, unless it is so designated. Owners of land not so designated may sleep tight in their beds."

In fact, however, this was not practicable and the policy was quickly abandoned, the reverse policy being substituted for it, namely, that land should not be designated in the plan if it could be acquired under some specific statutory power.

What designation was intended but failed to do s. 33 should not be expected to do when its object is entirely different.

To avoid disappointment, difficulties, awkward explanations and ill-founded charges of breach of faith, as well as much unnecessary work by local authorities, it is the writer's opinion that the sooner the section is used only in cases to which it applies, i.e., by purchasers or prospective purchasers where land has an unexercised planning permission attached to it, the better it will be.

The Law Society are at present discussing with the associations of local authorities concerned (*Law Society's Gazette, loc. cit.*) the possibility of including an application under s. 33 (1) in the usual forms of enquiries of local authorities (Con. 29A and C) and in a new form for use with the London County Council. If this should be included the writer would very much hope that it should be made clear in the form that the application is only appropriate in cases where there is a planning permission and that it will not be answered if, according to the authorities' records, there is not one. If the application is made in an inappropriate case, a deemed negative answer may result under subs. (3) of s. 33, but this could have no effect under the section and the form of enquiry would at least make it clear to the enquirer that it would have no other effect. Indeed, the writer thinks that a local authority should at present, where, according, to its records there is no unexercised planning permission outstanding, simply reply to an applicant that the section does not apply; the authority will save themselves much work and the applicant possible misunderstanding and disappointment.

R. N. D. H.

A Conveyancer's Diary

TWO DECISIONS ON RECENT TOPICS

THE subject of omissions in a will was discussed by the Court of Appeal recently in *Re Follett* [1955] 1 W.L.R. 429, and p. 275, *ante*, and an article on that decision appeared in this Diary shortly after it had been reported (see p. 313, *ante*). Since then another decision on an omission in a testamentary provision has been reported, *Re Cory* [1955] 1 W.L.R. 725, and p. 435, *ante*. The facts in the two cases were, up to a point, similar enough to make it worth while contrasting the two decisions, which went in different ways.

In both cases the omitted matter affected the construction of a power of appointment. In *Re Follett* the testatrix by the language which appeared in her will purported to confer upon the life-tenant of a fund a power of appointment over the fund after the death of the life-tenant which, as it

stood, was ungrammatical and constituted a queer mixture of a power of appointment among issue and a general power of appointment. On the principle that the greater includes the less, the life-tenant treated the power as a general power and appointed the fund to herself. Roxburgh, J., held that she was not entitled to do so. It was clear on the face of it that the will had been prepared with the assistance of a precedent taken from a book of conveyancing precedents, and the learned judge was shown a precedent from the edition of Key & Elphinstone's Precedents in Conveyancing currently in use at the date of the testatrix's will which, in his judgment, was the precedent which the draftsman had used and which also indicated in a compelling manner what it was that had been accidentally omitted from the will which the testatrix had executed. He therefore declared that the executed will should be construed as if the omitted matter, ascertained by reference to the precedent in the book, had been included, and construed in this way the power conferred upon the life-tenant was a limited power of appointment among issue which did not entitle her to appoint the fund to herself. This decision, in effect, involved writing in something upwards of fifty words into the will.

The Court of Appeal agreed that something had clearly been omitted from the will. But as it stood this part of the will was not meaningless: by a little mental manipulation it could be made to operate as a general power of appointment, and the court was not satisfied that the nature and wording of what had been omitted could be ascertained with sufficient certainty to enable the court to supply the missing matter. On this view, therefore, the power took effect, somewhat haltingly perhaps, but still sufficiently, as a general power of appointment.

The reasons given by the Court of Appeal for differing from the view of the court below are various and involve the kind of consideration of detail which is inevitable in cases of this sort, and I will refer to one of them only here. In his judgment Jenkins, L.J., suggested as one possible explanation of the draftsman's departure from the form which appeared in Key & Elphinstone that the form of the power to be inserted had been a matter of discussion between the testatrix and the draftsman and that the final intention had been to make it a special power, but that in the end it was decided to make it a general power and words were thus struck out with that purpose, but inadvertently certain words which could strictly have reference only to special powers had not been struck out and were thus left in to produce the hybrid power which in fact resulted. That being a possible explanation of the result (and there were others) it was impossible to be certain what had been omitted, and the will had to be read as it stood.

In *Re Cory* the testator by his will settled shares of residue upon his daughters for their respective lives, and then provided that after the death of each daughter her share should be held "upon trust for all or such one or more exclusively of the others or other of the children or remoter issue of such daughter and in default of and subject to any such appointment in trust for all or any the children or child of such daughter who shall be living at my decease . . . and if more than one in equal shares." It is obvious that this clause is defective, and that the defect consists in the omission immediately before the words "in default of" of a power of appointment of some kind. Could this defect be supplied, and if so how?

The clause in question in this will was also apparently taken from an edition of Key & Elphinstone, and if the form in that work had been followed out in all its details a power of appointment would have been provided in the appropriate place. It was, therefore, easy to suggest the nature of the omitted matter, if it could be accepted that the omission had been inadvertent. But it was argued that the omitted words had, perhaps, been originally included in the draft and had been omitted not by inadvertence but as the result of a deliberate intention on the part of the testator. This was the view put forward on behalf of those who would have taken under the ultimate trust in default of any appointment. In support of this view it was argued that it is usual (and the learned judge said he might take judicial notice of that) in wills giving powers of appointment unequally *per stirpes* to insert a hotchpot clause, to produce, so far as possible, equality between the branches of the family, and there was no hotchpot clause in this will. The explanation, or an explanation, of this omission of a usual provision was that the draftsman cut out both the power and the hotchpot clause, on instructions from the testator, but inadvertently left in certain words appropriate only to a trust containing a power of appointment. On this footing the draftsman's inadvertence consisted not in omitting matter, but in omitting too little matter.

But this view, although Harman, J., found it attractive, meant that a portion of the will as it had been admitted to probate had to be struck out, for this was not a will such as in *Re Follett* where "by a certain hard wresting of the language one could make sense of it as it stood." It was clear that a power of selection was intended if the will was to be read as it stood, and words should not be cut out of a will except as a last resort. The decision was that a power should be added to the language used by the testator, and as it was impossible to know what sort of a power he had in mind, by deed or will or by will only, the power inserted was in general terms, "as [the daughter] shall appoint."

In both these cases it was clear that there had been an omission, but from that point onwards the two cases differed. In *Re Follett* it could not be predicated without indulging in speculation whether the omission had been accidental or deliberate; that was one of the reasons, and the most potent of them, given by the Court of Appeal for refusing to follow Roxburgh, J., in supplementing the language used. In *Re Cory* it appears from the decision itself that Harman, J., felt that the omission had been accidental; the reason, or a reason, for that view was, I suppose, that the clause in question could not be made to make sense without either supplementation or (further) omission: "One may suppose" (Harman, J., said) "either that the words conferring the power were there and were purposely cut out, or that those words were assumed to be there and were accidentally left out. In other words, it is as easy on this document to use scissors as paste." Moreover, the result of supplementation was different in the two cases. In *Re Follett* the result (as Roxburgh, J., held) was to constrict the class of beneficiaries entitled to the capital of the fund; in *Re Cory* the potential class remained the same after supplementation as it had been before, although in practice of course it became possible, as a result of the supplementation, that a particular member of the class could be excluded from benefit.

* * * * *

In an article at p. 410, *ante*, on the recent decision in *Re Martin* [1955] 2 W.L.R. 1029, and p. 318, *ante*, I mentioned the difficulty of reconciling with that decision an earlier decision of the same judge (Danckwerts, J.) in *Re Beaumont's Will Trusts* [1950] Ch. 462. The question which arose in these cases is the perennial one of the order of application of assets in providing a fund for the payment of pecuniary legacies. This question was also considered in the case,

reported since my article appeared, of *Re Midgley* [1955] 3 W.L.R. 119, and p. 434, *ante*. This decision will be fresh in the minds of my readers, and I will not refer to it in detail, but in the course of argument *Re Beaumont's Will Trusts* was mentioned, and in his judgment Harman, J., said that he could not follow the argument which prevailed in that case. He also added that in coming to his decision Danckwerts, J., did not follow the earlier decision of Roxburgh, J., in *Re Gillett's Will Trust* [1950] Ch. 102. The decision in *Re Beaumont's Will Trusts* was that where a share of residue arising under a trust for sale is undisposed of, pecuniary legacies are not payable out of that share, but are payable out of the whole estate before it is divided into shares. The true position would seem to be that, at any rate where the intestacy is apparent at the date of the death, the undisposed-of share is available to provide for the pecuniary legacies as "property undisposed of by the will" within para. 1 of Sched. I, Pt. II, to the Administration of Estates Act, 1925.

"A B C"

Landlord and Tenant Notebook

AGRICULTURAL HOLDINGS ARBITRATIONS: FINALITY

A PRELIMINARY point raised and decided in *Lloyds Bank, Ltd.* v. *Jones* [1955] 3 W.L.R. 5 (C.A.); *ante*, p. 398 (for discussion of main issues see pp. 448 and 482) was whether an appeal lay from the decision of a county court judge on a special case stated by an arbitrator under the Agricultural Holdings Act, 1948.

There are various differences between arbitrations under that Act and other arbitrations; for one thing, a county court can set aside an award on the ground that the arbitrator has misconducted himself or that the award has been improperly procured (Sched. VI, para. 25 (2)); for another, there is no power to make an award in the form of a special case. The statement of a special case is provided for by para. 24: "The arbitrator may at any stage of the proceedings, and shall, upon a direction in that behalf given by the judge of the county court upon an application made by either party, state in the form of a special case for the opinion of the county court any question of law arising in the course of the arbitration." And, before discussing the point raised in *Lloyds Bank, Ltd.* v. *Jones*, I might mention that, according to a news item which recently appeared in a farming paper, the learned judge of Berwick-upon-Tweed County Court recently held that he had no jurisdiction to direct such a statement after award made: "Whether it is a good or a bad award, is no business of mine. It was not until after the applicant got the award and read it he made up his mind he was dissatisfied . . ." This ruling was presumably based on the "at any stage of the proceedings" and "arising in the course of the arbitration" qualifications, and I offer no criticism. But another observation attributed to the judge concerned—"There is no appeal. That is one of the beauties of arbitration which people do not seem to realise"—does recall the non-judicial pronouncement, "Beauty is altogether in the eye of the beholder." Or, if the unsuccessful applicant did seek comfort among the writings of lawyers, he may have come across Bacon's "There is no excellent beauty that hath not some strangeness in the proportion." But in *Lloyds Bank, Ltd.* v. *Jones* the request was made (and was so made by both parties) to the arbitrator before he was *functus officio*, and asked for the judge's opinion on whether a trustee tenant was bound by a covenant to reside; the judge answered that he was, but added (and I do not quite see how this point came before him) that the landlords in the case had waived the breach committed and were estopped from relying upon it as a ground of forfeiture. (One's mystification may increase here, for there does not seem to have been any attempt to forfeit: the arbitration concerned the validity of a notice to quit!)

The landlords appealed and, in support of the contention that the Court of Appeal had no jurisdiction, it was urged on the tenant's behalf that there was no appeal in what was essentially a consultative case: *Re Knight and Tabernacle Permanent Benefit Building Society* [1892] 2 Q.B. 613 (C.A.) (a point not taken, incidentally, when *Sclater* v. *Horton* [1954] 2 Q.B. 1 (C.A.) was heard early last year). The difficulty to be overcome, however, was that the decision in *Re Knight, etc.*, depended on the language not only of the Arbitration Act, 1889, s. 19 (which was substantially similar to that of para. 24 already referred to) but on that of the Judicature Act, 1873 (see now s. 27 of the 1925 Act), which confers a right to appeal from any judgment or order. In *Lloyds Bank, Ltd.* v. *Jones* the landlords were able to rely on the wider language of the County Courts Act, 1934, s. 105: "If any party to any proceedings in a county court is dissatisfied with the *determination or direction* of the judge in point of law or equity . . ." And, while a good deal could be said about the undesirability of appeals in consultative cases, much having been so said in *Re Knight, etc., supra*, and also in *Tata Iron & Steel Co.* v. *Bombay Chief Revenue Authority* (1923), 39 T.L.R. 288 (P.C.), the history of the agricultural holdings legislation and references to the Administration of Justice (Appeals) Act, 1934, showed that before the passing of the 1948 Act there was a right of appeal; and there was nothing to show that that statute had abolished it. The decision of the county court might be no more than an opinion, but whether or not it would determine the arbitration finally it was a "decision" on a question of law, and might equally be described as a direction; and the fact that the form of order on hearing of special case (Form 344 in the County Court Rules, 1936, as amended in 1953) provides not only ". . . the judge of this court doth declare his opinion . . ." but also "And it is ordered that a copy of this order be sent by the registrar to the said [the arbitrator] for him to proceed in accordance with the opinion so declared as aforesaid" bore out the view that it was at least a "direction."

The origin of the difficulty may be said to be of a linguistic nature; for Sched. VI to the Act of 1948 fails to characterise what might be called the judicial reaction to the arbitrator's statement in the form of a special case otherwise than by calling it an opinion, and the County Courts Act, 1934, makes no effort in that behalf either. Those concerned in and in the reporting of *Lloyds Bank, Ltd.* v. *Jones* occasionally seem to be groping for a term accordingly when dealing with the vital question whether that reaction is or is not a sub-species of the species "decision" or else of the species "direction." The headnote to the report calls it a "finding"—hardly accurate. Those appearing for the tenant did describe it as a "decision" when arguing that there was no appeal from a decision in a consultative case. Morris, L.J., spoke of it as a "ruling."

The general question of finality was also touched upon by Morris, L.J., in some observations, made *obiter*, about the possible effect of the Act of 1948 on the inherent jurisdiction of the High Court to set aside an award for error of law on the face of it. The right to invoke that jurisdiction in cases under the older Acts was demonstrated by *Re Jones and Carter's Arbitration* [1922] 2 Ch. 599 (C.A.) in which it was held that while it was intended by the Agricultural Holdings Act, 1908, to lay down a complete code confining these matters to the county court, that intention had not been carried out. The learned lord justice's suggestion that the right may be found to be restricted by the 1948 Act was presumably based on the fact that the arbitrator is now obliged (Sched. VI, para. 15) to make his award in such form as may be specified by statutory instrument made by the Minister, coupled with the contents of that form. It was prescribed by the Agricultural Holdings (England and Wales) Rules, 1948, and, while r. 1 allows "modification of the terms thereof as circumstances may require," it appears that what Morris, L.J., had in mind may have been the circumstance that it allows little or no scope for error on the face of it (see *Champsey Bhara & Co.* v. *Jivraj Balloo Spinning & Weaving Co.* [1923] A.C. 480), and that the "intention" may have thus been carried out by indirect means. For the form—Form A—provides that the arbitrator after declaring that he has taken upon himself the burden, etc., publishes this his award in manner following—and what follows makes no provision for references to legal points. It may not be impossible to find an error when such a form has been used; hence, no doubt, Morris, L.J.'s cautious "somewhat restricted." And in the case referred to in my second paragraph, it appeared that the applicant's grievance was that the arbitrator had found a necessary consent to improvements proved but not allowed anything for them.

R. B.

HERE AND THERE

REFLECTING LIFE

More than any other institution the courts of law reflect life as it is lived and the law reporters are, consciously or unconsciously, the social historians of every generation. Occasionally you get a case which like some magnificent, ornate, more than full-length mirror reflects the citizen in dignified or even heroic attitudes. More often it is a commonplace sitting-room or board-room mirror. Quite frequently it is a bedroom mirror. Sometimes it has the rose-coloured tints of the mirrors in fashionable restaurants—that's the style for a society *cause célèbre*—to contrast with the chipped and broken second-hand dealers' mirrors of the criminal courts. Then, of course, there are the cases that are like the jolly distorting mirrors of the funfair or, again, there are the trick mirrors set so that the same figure is seen from a dozen different angles. Then there are times when you look at the jumble of a week's or a fortnight's legal news and it suggests nothing so much as a pile of multicoloured fragments of glass to be played with at the end of an old-fashioned kaleidoscope. No doubt if you looked at each one long and intently and intelligently enough you could deduce from it a whole philosophy of jurisprudence, hold infinity in the palm of your hand and eternity in an hour. But there are times when even the most serious mind refuses to see how infinitely significant is such and such an incident. It just seems odd.

CALLING A SPONGE A SPONGE

Perhaps to the detached outsider there may be something slightly whimsical in the spectacle of the Lord Chief Justice determining, with the aid of the testimony of the Quain Professor of English, two retail chemists, four housewives and other expert witnesses, when is a sponge not a sponge, whether it is in its essential character an exiled denizen of the deep or whether any sponge-like substance devised by human ingenuity to perform sponge-like functions may adopt the title. On this occasion the word game did not lead the court through so many pleasant highways and byways of innocence and experience as that classical case when Lord Goddard had to consider for the enlightenment of an inexplicably worried local authority whether or not a goldfish is a "thing," but it had charm enough. Raising its head above water for a while, the discussion whirled for a happy moment round the ambiguities of the word "cream," including shaving cream, hair cream, shoe cream and Bristol cream, but, returning to the ocean bed, the final decision was in favour of the sea and its treasure. The jury had decided on the evidence that the synthetic "sponge" was no true unqualified sponge and the court upheld its decision. In all this, kindly remember that it isn't the lawyers who are making much of the niceties of words; it is the practical hard-headed commercial men who call the lawyers to their aid. And don't words matter? Will any old word do for any old notion? Remember what Confucius said (the English, one notices, are prepared to take a lot more from him than from most of their own people): "If language is not correct, then what is said is not what is meant; if what is said is not what is meant, then what ought to be done remains undone; if this remains undone, morals and arts will deteriorate; if morals and arts deteriorate, then justice will go astray; if justice goes astray, the people will stand about in helpless confusion. Hence there must be no arbitrariness in what is said. This matters above everything." So the sage will always call a sponge a sponge.

MUSICAL RAW MATERIAL

Then there was the case of the dimple in the whiskey bottle. One of the most astonishing things about English institutions is the way in which they change their nature and their functions without changing their names or their forms. If Lord Eldon were to be taken into one of the courts of the Chancery Division he would not find it excessively hard to accustom his eye to the externals of the proceedings there. If he happened on the right sort of a case he might even understand a little of what was going on. But what would he have made of the dimple in the whiskey bottle? He would have seen Roxburgh, J., happily sitting behind a row of bottles of whiskey remarking that, while he did not often drink it, he had no antipathy to it and it was not often that he got such an interesting case. One whiskey firm was suing another for having, they alleged, imitated the characteristic form of their dimpled bottles to the confusion, so counsel suggested, of simple, unobservant drinkers, say in Venezuela. "Are they vague in Venezuela?" asked the judge. And if no one writes a song hit on that promising theme it will be very surprising. Indeed, if whiskey firms went in for the sort of versified publicity that one of the brewing firms does, there would be enough material for it here to produce an operetta on the lines of "Trial by Jury." Roxburgh, J.: "I don't know what a dimple is—I mean in a bottle. I know what it is in other contexts." Then there was counsel's allusion to "a simulacrum of a dimple"

and the judicial warning against falling in love with a simulacrum.

CATCHING THE LIGHT

Of other bits of brightly coloured glass in the legal news, here's a selection. Dunmow, in Essex, famous for its flitch trials, is fighting to retain its magistrates' court where, in the accountancy of local government, each case heard is alleged to cost the ratepayers £9. The new court at Highgate, which has been building for the last three years at a cost of £85,000, is being altered at the last minute because it has been said that, while the juvenile court is too small, the entrance hall is "bigger even than the Old Bailey's." Someone wants fines adjusted to the cost of living. A £1 fine sixteen years ago meant 400 cigarettes; now the equivalent translation into currency would be £3 18s. British Transport Commission employees get a 4s. 6d. bonus every time they bring one of us to court and attend to give evidence. Lincoln's Inn, we know, has long been a favourite background for the poses of *Vogue* models. Recently in the Press there appeared a photograph of a model for a chain store establishment posed on the verge of the Temple fountain. This might well lead to the Benchers taking sides in a war of the models or, if not the Benchers, the more impressionable students; the social implications are, of course, tremendous and far-reaching.

Richard Roe.

REVIEWS

The Rent Acts. By R. E. Megarry, M.A., LL.B., of Lincoln's Inn, Barrister-at-Law. Eighth Edition by Ashley Bramall, B.A., of the Inner Temple, Barrister-at-Law, and P. V. Baker, B.C.L., M.A., of Lincoln's Inn, Barrister-at-Law. 1955. London: Stevens & Sons, Ltd. £2 15s. net.

Telephones, Mr. Punch once observed, would be all right if only people would leave them alone. To suggest that Mr. Megarry entertains similar views about the Rent Acts would, no doubt, be an overstatement; but if he regrets the inevitability of a new edition of his well-known work (the production of which was undertaken by Mr. Bramall and Mr. Baker, but the responsibility for which is accepted by Mr. Megarry), its appearance is warmly to be welcomed by both those who do not leave the Acts alone and those whom the Acts will not leave alone. The occasion for the new edition was, of course, the enactment of the Housing Repairs and Rents Act, 1954, and the Landlord and Tenant Act, 1954; and the reader will find the changes thereby effected duly set out in their proper places, there being no disturbance of the main pattern of the work. Thus, the provisions affecting apportionment of gross value for repairs increases purposes contained in s. 49 (3) of the Housing Repairs and Rents Act, 1954, are given and explained in a new paragraph added to the subsection on Jurisdiction to Apportion in the section on Apportionment in Chapter 10 (Miscellaneous Provisions), the repairs increase itself being dealt with with great thoroughness in a new section of Chapter 8 (Restrictions upon Rent).

Of course, the two Acts are not the only things that have happened since Mr. Megarry brought out his Seventh Edition, and these account for such welcome phenomena as some added observations on the meaning of "become landlord" in para. (*h*) of Sched. I to the 1933 Act, the occasion being the recent decision in *Wright* v. *Walford* [1955] 1 Q.B. 363; *ante*, p. 74 (C.A.); on the other hand, perhaps more could have been said about the more recent *Whitmore* v. *Lambert* [1955] 1 W.L.R. 495; *ante*, p. 316 (C.A.).

Mr. Megarry continues his defence of the value of "reports not clothed with the authority of a normal series of law reports," and this edition contains a special "Note on *Estates Gazette* Reports," in which skilful use is made of the cudgels taken up. While not completely convinced, we might point out that his case could have been slightly strengthened by mentioning that Denning, L.J., did not whole-heartedly "concur" with Somervell, L.J., in the latter's unwillingness that such reports should be cited; Denning, L.J., somewhat qualified his concurrence by "There are quite enough cases that can be cited" and was, we take it, merely laying down a principle analogous to that by which "the court must have the best evidence."

Tristram and Coote's Probate Practice. Twentieth Edition. Consulting Editor: C. T. A. Wilkinson, C.B.E., Registrar of the Probate and Divorce Division. Editors: H. A. Darling, of the Principal Probate Registry, and T. R. Moore, LL.B., of the Estate Duty Office. 1955. London: Butterworth & Co. (Publishers), Ltd. £4 15s. net.

As this standard work is but three years off its centenary, at least so far as concerns that part which originated as the "Common Form Practice" of the late Mr. Henry Charles Coote, it might be sufficient for a reviewer merely to record the appearance of the new edition. To do so in the present case would, however, be an injustice to the work of revision undertaken by the editors. The period of eight years which has elapsed since the appearance of the nineteenth edition has seen a major change in the law of intestacy and several changes in the practice. At the time when the last edition was published, the shadows of war still cast their far-reaching effects over this branch of the law. Now, however, almost all of the emergency provisions have been repealed and those which have been retained have assumed permanent or semi-permanent form. Of particular importance since the last edition has been the amendment and consolidation of the Non-Contentious Probate Rules which came into effect on 1st October, 1954.

For the practitioner much of the value of a practice book lies in the ease—or otherwise—with which he can find the particular point upon which he has turned to the book for guidance. In this connection it is pleasing to note that the new edition of Tristram and Coote has an entirely remodelled index prepared by Miss M. M. Wells, Barrister-at-Law, and the value of this has been repeatedly proved during the course of three months' use of the twentieth edition in the writer's office.

The increase in price to £4 15s. is understandable, for not only do the costs of production continue to rise but practice books also tend to lengthen. Two methods of shortening the work might nevertheless be considered. The diminution in the importance of the pre-1926 law could lead to more summary treatment or even elimination of that section, leaving the practitioner to refer to earlier editions. Secondly, the Appendix of Statutes, occupying 278 pages of small print, could perhaps be omitted without serious loss in so far as such material is normally readily available elsewhere.

A Selected List of Lands Tribunal Rating Appeals 1953-1954. 1955. London: The Rating and Valuation Association. 10s., post free.

The fourth volume of this series covers the year ended 30th September, 1954, and contains fifty-four rating appeals. For the convenience of readers a valuable addition is included with this volume in that, where Lands Tribunal appeals, reported in one or other of the volumes published to date, have gone to the Court of Appeal, a summary of that court's decision is given in each case, together with the volume reference. These may be pasted in the appropriate places, thus keeping the work up to date.

The Stock Exchange Official Year Book, 1955. Vol. I. Editor-in-Chief: Sir Hewitt Skinner, Bt. London: Thomas Skinner & Co. (Publishers), Ltd. Price (two vols. complete) £7 net.

The principal new feature in vol. I of the new "Year-Book" is a table at the end of the investment trust portion of the company section showing the book value of each company's investments, their valuation and their distribution.

Special chapters include those on municipal and county finance, dominion, colonial, etc., finance and British and foreign finance. There is a supplement which brings the work up-to-date by giving particulars of issues received too late for classification and this is followed by a general information section which includes, among other items, notes on Stock Exchange commissions, stamp duties and trustee securities.

The contents of the two volumes are divided in the usual way, the company section including all except the commercial and industrial and the mines section, which will be found in vol. II to be published in September.

NOTES OF CASES

The Notes of Cases in this issue are published by arrangement with the Incorporated Council of Law Reporting, and full reports will be found in the Weekly Law Reports. Where possible the appropriate page reference is given at the end of the note.

COURT OF APPEAL

HOUSING TRUST: MEANING OF "WORKING CLASSES" IN ACT OF 1954: TENANCIES NO LONGER CONTROLLED

Guinness Trust (London Fund) Founded 1890, Registered 1902 *v.* Green

Same *v.* Cope

Denning, Birkett and Romer, L.JJ. 23rd June, 1955

Appeal from West London County Court.

By s. 33 (1) (*d*) of the Housing Repairs and Rents Act, 1954, a tenancy where the interest of the landlord belongs to any housing trust as defined by subs. (9) of s. 33 "shall not be a controlled tenancy." The landlords of premises provided by a trust set up in 1890 "for the amelioration of the condition of the poorer classes of the working population of London" were given orders for possession of premises occupied by tenants who claimed that they were protected by the Rent Restriction Acts. The tenants appealed.

DENNING, L.J., said that the question whether the trust was a housing trust within the meaning of the Act of 1954 depended on whether it was a corporation which, being bound to devote its money to charitable purposes, nevertheless in fact restricted its purposes wholly or substantially to providing houses for members of the working classes. That summarised s. 33 (9) of the Act of 1954, which referred back to s. 188 of the Housing Act, 1936. The only point at issue was whether the trust was *in fact* devoting its funds wholly or substantially to the provision of houses for members of the working classes. The phrase "working classes" was quite inappropriate in modern conditions. The only way to apply the test whether a house was provided for the working classes was to ask whether it was provided for people in the lower income range or whose circumstances were such that they were deserving of support from a charitable institution in their housing need. His lordship was satisfied that this trust did provide houses for such people—people who in the old days would have been called members of the working class and who to-day were properly described as falling within the lower income group. That being so, the trust was a housing trust within the meaning of s. 33 of the Act of 1954, and the appeals should be dismissed.

BIRKETT and ROMER, L.JJ., delivered concurring judgments. Appeal dismissed.

APPEARANCES: *Raphael Tuck* (*Emanuel, Round & Nathan*); *S. O. Wilberforce*, Q.C., and *Mark Littman* (*Travers Smith, Braithwaite & Co.*).

[Reported by Miss M. M. HILL, Barrister-at-Law] **[1 W.L.R. 872**

CHANCERY DIVISION

SETTLEMENT: ENTAILED INTERESTS IN PERSONALTY CREATED BY DEED: DEATH OF TENANT IN TAIL: NO BENEFICIARY IMMEDIATELY ENTITLED IN POSSESSION: DISPOSAL OF INTERMEDIATE INCOME

***In re* Crossley's Settlement Trusts; Chivers *v.* Crossley**

Wynn Parry, J. 28th June, 1955

Adjourned summons.

The Law of Property Act, 1925, provides by s. 130 (1): "An interest in tail male or tail female or in tail special (in this Act referred to as 'an entailed interest') may be created by way of trust in any property, real or personal, but only by the like expressions as those by which before the commencement of this Act a similar estate tail could have been created by deed (not being an executory instrument) in freehold land, and with the like results including the right to bar the entail either absolutely or so as to create an interest equivalent to a base fee, and accordingly all statutory provisions relating to estates tail in real property shall apply to entailed interests in personal property." In 1934 Sir *K* and *E*, the surviving sons of a deceased baronet, by a memorandum agreed to settle the sum of £50,000, to which they were entitled out of their father's estate, on the successors of Sir *K* in the baronetcy. On 21st May, 1949, two days before the death of *E*, Sir *K* and *E* executed a deed of settlement and appointment pursuant to that agreement. At that date Sir *K* had issue a grandson, *F*, the only son of his only son, who became first tenant in tail under the settlement. *E* had issue *C*, the only son of his deceased eldest son, and two younger sons. Clause 4 of the settlement provided that the trustees should stand possessed of certain funds (referred to as "the baronetcy fund") (i) on trust for *F* for life, the trust being deemed to carry the intermediate income for the purposes of s. 31 of the Trustee Act, 1925, with remainder; (ii) on trust for *F's* first and other sons successively in tail male, with remainder; (iii) on trust for the subsequently born sons of Sir *K* successively in tail male, with remainder; (iv) on trust for *C* for life, the trust being deemed to carry the intermediate income for the purposes of s. 31 of the Trustee Act, 1925. In 1953 *F* died, and *C* became heir presumptive to the baronetcy. Sir *K* was aged 78, and had remarried. A summons was taken out for the determination of the question how the income of the fund should be dealt with until it could be ascertained whether or not Sir *K*, before his death, would have a further son or sons who would take in priority to *C*.

WYNN PARRY, J., said that it was contended on one side that s. 130 (1) governed the case; the effect was that since 1925 the same rules covered an entailed interest in personalty as previously governed estates tail in realty. Before 1926 under an estate tail in realty intermediate income, pending the birth of a person who on being born would be entitled in possession, was not accumulated; that rule was based on the principle that at common law a freehold estate could never be in abeyance (*Bective* v. *Hodgson* (1864), 10 H.L. Cas. 656). On the other hand it was contended that the words in the subsection "with the like results" merely meant "with the like statutory results," and that any wider construction would produce a conflict with s. 175 (1), which provided that contingent and future testamentary gifts should carry the intermediate income; but there was not in truth any such conflict; one subsection dealt with dispositions *inter vivos* and the other with testamentary dispositions, and the purpose of s. 130 (1) was to assimilate the rules dealing with real and personal property. The words "with the like results" meant *prima facie* "with all the like results," and there was nothing in the subsection to cut down such a meaning. Accordingly, the intermediate income should not be accumulated; and it was agreed that, if such a conclusion was reached, the interest of the great-nephew *C* should be accelerated. Declarations accordingly.

APPEARANCES: *E. G. Wright*; *J. A. Brightman* (*Taylor and Humbert*); *G. A. Rink* (*Eland, Nettleship & Butt*); *W. J. C. Tonge* (*Ridsdale & Son*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[3 W.L.R. 291**

COMPANY: TAXATION OF COSTS IN COMPANIES WINDING-UP DEPARTMENT: JURISDICTION OF CHIEF CLERK

***In re* Wool Textile Employers Mutual Insurance Co., Ltd.**

Wynn Parry, J. 8th July, 1955

Adjourned summons.

The Companies (Winding-up) Rules, 1949, provide by r. 1: "... 'Judge' means in the High Court the judge who for the time being exercises the jurisdiction of the High Court to wind up companies, and in any county court the judge thereof ... 'Registrar' means in the High Court any of the registrars in bankruptcy of the High Court, and any person who shall be appointed to fill the office of registrar under these rules ... 'Taxing officer' means the officer of the court whose duty it is to tax costs in proceedings of the court under its ordinary jurisdiction ... Unless the context otherwise requires words or expressions contained in these rules shall bear the same meaning as in the Act or any statutory modification thereof." By r. 4 (3): "In every cause or matter within the jurisdiction of the judge, whether by virtue of the Act, or by transfer, or otherwise, the registrar shall, in addition to his powers and duties under the rules, have all the powers and duties of a master, registrar, or taxing master." In the compulsory liquidation of a company certain questions of difficulty arose and the liquidator, the official receiver, took out a summons for their determination,

the respondents being certain persons claiming to be shareholders and the Treasury Solicitor who was claiming that the assets vested in the Crown as *bona vacantia*. The order made on the summons directed that the costs of the official receiver, as applicant, and of the respondents should be taxed as between solicitor and client and paid out of the assets of the company. In due course a bill of costs was lodged with the Companies Winding-Up Department on behalf of the applicants to the present summons, who were the respondents to the originating summons on which the order for taxation of costs was made, other than one of the then respondents and the Treasury Solicitor. The taxation was conducted by the chief clerk to the registrar in the Companies Winding-Up Department, and on the occasion of an attendance before him the applicants' solicitors intimated that they proposed to challenge the jurisdiction of the chief clerk to conduct the taxation, having regard to the relevant rules. The chief clerk indicated that such a point should be taken as a preliminary point, but in the event the taxation proceeded *de bene esse*. Certain items in the bill of costs were disallowed, either wholly or partially: objections were lodged by the applicants and answered by the registrar, who in his certificate stated: "I have reviewed my taxation with reference to the said objections and the grounds of my decision are stated thereon." The matter was, however, argued before Wynn Parry, J., on the basis that the taxation was conducted by the chief clerk, and it was common ground that it had been the practice in the Companies Winding-Up Department for upwards of sixty years for the chief clerk to conduct taxations of costs. The present summons was issued on behalf of the applicants, asking (*a*) that the registrar's certificate be taken off the file as invalid, or alternatively (*b*) that the objections of the applicants be allowed. At the hearing it was accepted that argument should be heard and judgment given on the question of jurisdiction, and that the rest of the summons should stand over to await that judgment.

WYNN PARRY, J., said that the present respondent, the official receiver, took a preliminary point that the applicants had adopted a wrong procedure; they should have presented their bill to the companies registrar, and when he refused to tax, as he no doubt would, should have applied for mandamus against him. It was contended that the official receiver was not a proper respondent to uphold the practice of the department, and could not properly appeal. Having regard, however, to *Silkstone and Haigh Moor Coal Co.* v. *Edey* [1901] 2 Ch. 652, the preliminary objection failed. On the main question, the registrar and chief clerk could not be blamed for following a practice which had obtained for sixty years. The jurisdiction was wholly statutory; if no statutory authority for the practice could be found, the applicants must succeed. Until the equivalent of the present r. 4 (3) was introduced in the rules of 1903, the registrar did not have the powers and duties of a taxing master; until then the exclusive jurisdiction was in the taxing masters, who could not delegate taxation to their clerks, except on the very limited scale permitted by an order of the Lord Chancellor of April, 1930. Of the present rules, r. 1 contained definitions, r. 4 (3) gave the registrar the powers and duties of a taxing master, and rr. 183 to 193 dealt with taxation procedure, and required that taxation was to be conducted by a taxing officer within r. 1. The question was, what was the meaning of "taxing officer." The word "court" in the definition meant the Chancery Division of the High Court; there was no separate and distinct "Companies Court," and that expression was merely a description of the Chancery Division when exercising jurisdiction under the Companies Act, 1948. In the High Court the duty of taxing costs under the ordinary jurisdiction fell on the taxing masters, but the registrar of companies had for the purposes of the winding-up rules the same duties and powers. But there was no ground for holding that he or his clerks had any greater jurisdiction than taxing masters and their clerks. It followed that there was no legal basis for the practice which had so long obtained. This was a matter for regret, as the system had worked very well; if required it could be validated by an appropriate order. Following the course taken in the *Silkstone* case, *supra*, there would be a direction that the certificate should be taken off the file. The taxation would be referred to one of the taxing masters. Order accordingly.

APPEARANCES: *J. B. Lindon*, Q.C., and *M. Berkeley* (*Ward, Bowie & Co.*, for *A. V. Hammond & Co.*, Bradford, Yorks); *M. J. Fox* (*Slaughter & May*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] [1 W.L.R. 862

QUEEN'S BENCH DIVISION

ROAD TRAFFIC: DRIVING WHILE DISQUALIFIED: HABITUAL OFFENDER UNDER TWENTY-ONE: IMPRISONMENT

Davidson-Houston *v.* Lanning

Lord Goddard, C.J., Ormerod and Gorman, JJ.

9th March, 1955

Case stated by Wareham justices.

The defendant, aged 20, was charged with three offences under the Road Traffic Act, 1930: (1) taking and driving away without consent; (2) driving uninsured; and (3) driving while disqualified. He had asked to borrow a friend's car. The friend refused, removed the main jet and locked the car and the garage. The defendant managed to break in and drove the car away. In the previous twelve months the defendant had been convicted before three different benches of justices of driving uninsured (twice), driving without a road fund licence, failing to report an accident, driving without reasonable consideration, and failing to stop when required by the police to do so. At the date of the offences now charged, he was under disqualification for driving uninsured. The justices rejected a contention that in view of the defendant's age they were prevented by s. 17 (2) of the Criminal Justice Act, 1948, from sentencing him to imprisonment, and in view of his bad record sentenced him in respect of the offences charged to (1) a fine of £3, (2) one month's imprisonment and twelve months' disqualification, (3) three months' imprisonment. The defendant appealed.

LORD GODDARD, C.J., said that under s. 7 (4) of the Act of 1930, which was mandatory in its terms, justices must inflict a term of imprisonment for driving when disqualified, a most serious offence, unless they could find special reasons. Section 17 (2) of the Act of 1948 provided that no person under twenty-one should be imprisoned unless the court was of opinion that no other method of dealing with him was appropriate. The justices had held, and rightly, that the Road Traffic Act was not superseded by the Criminal Justice Act, and that, having regard to s. 17 (2), no other method of dealing with the defendant was appropriate. They had been perfectly right.

ORMEROD and GORMAN, JJ., agreed. Appeal dismissed.

APPEARANCES: *J. T. Molony* (*Corbin, Greener & Cook*, for *Lock, Reed & Lock*, Dorchester); *S. A. Morton* (*Walters & Hart*, for *C. P. Brutton*, Dorchester).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] [1 W.L.R. 858

CRIMINAL LAW: FRAUDULENT CONVERSION: CONFESSION BY ACCUSED IN AFFIDAVIT SWORN IN CHANCERY PROCEEDINGS

R. *v.* Maywhort

Sellers, J. 8th June, 1955

Motion to quash indictment.

The Larceny Act, 1916, provides by s. 43 (2): "No person shall be liable to be convicted of any offence against ss. 6, 7 (1), 20, 21 and 22 of this Act upon any evidence whatever in respect of any act done by him, if at any time previously to his being charged with such offence he has first disclosed such an act on oath, in consequence of any compulsory process of any court of law or equity in any action, suit, or proceeding which has been *bona fide* instituted by any person aggrieved." Under the will of their mother, the accused man and his brother became executors and trustees of her estate. The will provided that the residuary estate should be held upon trust by the two sons to convert the same and divide the proceeds among themselves. In 1949 (when the mother died) the brother was resident abroad and so the accused obtained probate and became responsible for administering the estate. By 1953 the brother was dissatisfied with the accused's administration. After an earlier abortive proceeding he took out an originating summons in the Chancery Division in January, 1954. An order was made requiring the accused to lodge certain accounts and a statement as to outstanding property verified by affidavit. The accused failed to comply with the order and a writ of attachment was issued. Subsequently the attachment was discharged and a renewal order made. Again the accused failed to comply; a further writ of attachment was issued, and the accused was re-arrested on 8th June, 1954. On 22nd September, 1954, while

still in prison, the accused swore an affidavit in which he disclosed for the first time that he had converted to his own use certain assets comprised in his mother's estate which were due to his brother. The accused was indicted on three separate charges of fraudulent conversion contrary to s. 21 of the Larceny Act, 1916, but before plea counsel on his behalf moved to quash the indictment in reliance upon s. 43 (2).

SELLERS, J., said that, although there was no precedent, it seemed appropriate to deal with the motion to quash at the outset of the case before plea, because if the submission was correct the court would have no jurisdiction to try the case. The affidavit, in which the accused had disclosed his misappropriations, was sworn in proceedings which were *bona fide* instituted by the brother, a person aggrieved, and was the consequence of an order requiring the accused to give information on affidavit. Ordinarily a party could refuse to give evidence which would incriminate him, but s. 43 deprived the accused of the right to take that objection and he was therefore bound to obey the order, so that the section, having operated so as to compel him to disclose his wrongdoing, could be invoked to protect him from conviction on the matters then first disclosed. It was true that the affidavit was not sworn strictly in compliance with the order to produce accounts, but with the purpose of securing his release from imprisonment for contempt; but it would be hair-splitting to accept the argument that that made any difference. It was also argued that what was disclosed was not "any act done by him" as it was a general statement without particularity, but that submission could not stand. The cases of *R.* v. *Noel* [1914] 3 K.B. 848 and *R.* v. *Tuttle* (1929), 21 Cr. App. R. 85, which were concerned with disclosures made without objection under cross-examination, were distinguishable. The accused must be discharged. Indictment quashed.

APPEARANCES: *G. G. Lind-Smith* (*Director of Public Prosecutions*); *Robin David* (*H. C. Rigby*, Sandbach).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[1 W.L.R. 848**

INSURANCE: "LOSS" OF CAR: SALE INDUCED BY FRAUD

Eisinger *v.* General Accident Fire and Life Assurance Corporation, Ltd.

Lord Goddard, C.J. 6th July, 1955

Case stated by an arbitrator.

The claimant owned a motor car which was insured under a policy indemnifying him against "loss of or damage . . . to" the car. He advertised the car for sale and one Henson came to see it, and having had a trial run in it, persuaded the claimant to let him take it away at once and to accept a cheque in payment. The claimant gave Henson the registration book of the car and considered that from that moment he had ceased to be, and the purchaser had become, the owner of the car. The purchaser never had any intention of paying for the car and his cheque proved worthless. The claimant, alleging that he had suffered a "loss" of the car, claimed against the insurers. The arbitrator held the claimant had parted with possession of the motor car to Henson, and at the same time transferred to him the property in it; that the transaction was induced by the fraud of Henson and amounted to the offence by Henson of obtaining the motor car by false pretences and not that of larceny by a trick; and that the parting with the property as well as the possession in the motor car distinguished the case from *Webster* v. *General Accident Fire and Life Assurance Corporation, Ltd.* [1953] 1 Q.B. 520. He awarded that the claimant was not entitled to recover any sum from the corporation.

LORD GODDARD, C.J., said that the claimant sold the car to a man who did not pay for it. No doubt the man was a rogue and a swindler, but the claimant went on with the transaction and sold the car. It was a clear case of obtaining a car by false pretences. But that passed the property in the car. It could not be said that the claimant had lost the car; what he had lost was the proceeds of sale. He had lost the price which the man promised to pay him, and purported to pay him by a worthless cheque. He could not hold that that was a "loss" within the meaning of the policy. He thought that the arbitrator was right in his judgment. Award upheld.

APPEARANCES: *Felix Denny* (*Philip Conway, Thomas & Co.*); *Stephen Chapman*, Q.C., and *Bernard Caulfield* (*Bennes & Co.*).

[Reported by Miss J. F. LAMB, Barrister-at-Law] **[1 W.L.R. 869**

COURT OF CRIMINAL APPEAL

DISPARITY BETWEEN CORRECT SENTENCE OF EIGHTEEN MONTHS' IMPRISONMENT AND THREE YEARS' CORRECTIVE TRAINING

R. *v.* McCarthy

Lord Goddard, C.J., Devlin and Donovan, JJ. 4th July, 1955

Appeal against sentence.

In March, 1952, the appellant was convicted of larceny and was sentenced to three months' imprisonment. In June, 1954, a fine of £5 or one month's imprisonment was imposed on him for larceny. In February, 1955, he pleaded guilty to stealing a bicycle and was convicted of possessing housebreaking implements by night and the deputy chairman of Middlesex Quarter Sessions made a probation order for three years, telling the appellant that he was being treated with exceptional leniency and that if he broke the probation order he would have to be dealt with severely. Two months later, on 2nd May, the appellant pleaded guilty before the Uxbridge justices to stealing a shirt and trousers and for that offence was committed to Middlesex Quarter Sessions for sentence. Quarter sessions sentenced the appellant, then aged twenty-eight, to three years' corrective training, and he appealed against that sentence.

DEVLIN, J., said that the appellant was qualified for corrective training and it was not surprising that the deputy chairman came to the conclusion that corrective training was the right course. What had caused the court to intervene was that corrective training was in substance a form of imprisonment. It was, therefore, necessary when passing a sentence of three years' corrective training to bear in mind that it was a sentence of imprisonment. Had a court been considering the present case before 1948 it would have come to the conclusion that a sentence of eighteen months' imprisonment ought to be imposed. The court had come to the conclusion that that was the right sentence, and that where there was a disparity between eighteen months and three years it made corrective training too severe a sentence. Accordingly, the court would substitute the sentence of eighteen months' imprisonment. Sentence varied.

APPEARANCES: The appellant did not appear and was not represented.

[Reported by Miss J. F. LAMB, Barrister-at-Law] **[1 W.L.R. 856**

FALSE PRETENCES: STATEMENT OF INTENTION ABOUT FUTURE CONDUCT

R. *v.* Dent

Lord Goddard, C.J., Devlin and Donovan, JJ. 4th July, 1955

Appeal against conviction.

The appellant, who carried on the business of a pest destructor, entered into contracts with a number of farmers to destroy vermin on their land over a period of a year. He asked for and received payment in advance of half the annual charge. In fact he did no work under the contracts. He was convicted of obtaining money by false pretences under s. 32 of the Larceny Act, 1916, the counts being in the following terms: "By falsely pretending that he, on behalf of C. Dent & Sons, was then *bona fide* entering into a contract for the destruction of moles on land in the occupation of *X Y* for a period of twelve months, and that he and the said C. Dent & Sons then *bona fide* intended to carry out their obligations under the said contract and that he and the said C. Dent & Sons then *bona fide* believed that they were and would be able and willing to carry out their said obligations."

DEVLIN, J., said that the jury must have been satisfied that the appellant never had any intention of doing the work for which he took payment, had not entered into the contracts in good faith and was doing business dishonestly. Dishonesty was not *per se* a criminal offence. The question was, whether a statement of intention, whether expressed or implied, was a false pretence for the purpose of the criminal law, which required that a false statement must be of an existing fact. The prosecution contended that a statement of present intention, though relating to the future, was a statement of existing fact. There was the celebrated *dictum* of Bowen, L.J., in *Edgington* v. *Fitzmaurice* (1885), 29 Ch. D. 459, at p. 483, that "the state of a man's mind is as much a fact as the state of his digestion;" but that case was a civil action for deceit. In criminal cases a long line of authority had

laid it down that a statement of intention about future conduct, whether or not it was a statement of existing fact, would not amount to a false pretence; see *R.* v. *Goodhall* (1821), Russ. & Ry. 461; *R.* v. *Jennison* (1862), L. & C. 157; *R.* v. *Bates and Pugh* (1848), 3 Cox C.C. 201, and *R.* v. *Gordon* (1889), 23 Q.B.D. 354. In *R.* v. *Jones* (1853), 6 Cox C.C. 467, contrary to the other authorities, it was left to the jury whether the accused intended to carry out his agreement; but that case could no longer be considered as authoritative. The rule was so well settled that it should not be departed from now. The conviction must be quashed. Appeal allowed.

APPEARANCES: *G. D. Lane* (*Registrar, Court of Criminal Appeal*); *M. Griffith-Jones* (*Director of Public Prosecutions*).

[Reported by F. R. DYMOND, Esq., Barrister-at-Law] **[3 W.L.R. 297**

SURVEY OF THE WEEK

HOUSE OF LORDS

A. PROGRESS OF BILLS

Read First Time :—

Crosby Corporation Bill [H.C.] [14th July.

Leeward Islands Bill [H.L.] [14th July.

To constitute the Presidencies of the Leeward Islands separate colonies and to confer upon Her Majesty power to make, or to authorise the making of, emergency laws therefor and to establish courts therefor; to amend the West Indian Court of Appeal Act, 1919; and for purposes connected with the matters aforesaid.

London County Council (Money) Bill [H.C.] [14th July.

Miscellaneous Financial Provisions Bill [H.C.] [13th July.

Read Second Time :—

Birmingham Corporation Bill [H.C.] [14th July.

European Coal and Steel Community Bill [H.C.] [14th July.

International Finance Corporation Bill [H.C.] [14th July.

Ministry of Housing and Local Government Provisional Order (Colne Valley Sewerage Board) Bill [H.C.] [14th July.

Rating and Valuation (Miscellaneous Provisions) Bill [H.C.] [11th July.

Stock Exchange Clerks' Pension Fund Bill [H.C.] [14th July.

Read Third Time :—

Kent Water Bill [H.C.] [14th July.

In Committee :—

Criminal Justice Administration Bill [H.L.] [12th July.

Licensing (Airports) Bill [H.L.] [14th July.

B. QUESTIONS

DIPLOMATIC PRIVILEGES AND IMMUNITIES

The MARQUESS OF READING said that Orders in Council conferring diplomatic privileges and immunities were at present operative in respect of the following international organisations :—

The United Nations Organisation.
The International Court of Justice.
The International Labour Organisation.
The International Civil Aviation Organisation.
The International Refugee Organisation.
The World Health Organisation.
The Food and Agriculture Organisation.
The United Nations Educational, Scientific and Cultural Organisation.
The Organisation for European Economic Co-operation.
The European Payments Union.
The Council of Europe.
The Universal Postal Union.
The International Telecommunications Union.
The Customs Co-operation Council.
The World Meteorological Organisation.
The North Atlantic Treaty Organisation.
The International Sugar Council.
The International Monetary Fund.
The International Bank for Reconstruction and Development.

The Order relating to the European Payments Union applied only to the assets of the Union and did not confer any privileges or immunities on any person.

Of these organisations, the following maintained their Headquarters, branch offices, or agencies in the United Kingdom :—

The United Nations :

The United Nations Information Centre.
The United Nations Postal Administration.
The United Nations Children's Fund.
The United Nations High Commissioner for Refugees.
The United Nations Korean Reconstruction Agency.

The International Labour Organisation (Branch Office).
The International Sugar Council (Headquarters).

The North Atlantic Treaty Organisation (Agencies) :—

The Military Agency for Standardisation.
The European Naval Communications Agency.
The European Radio Frequency Agency.

The number of persons at present resident in the United Kingdom for the purposes of their duties in connection with these organisations, and enjoying the appropriate immunities and privileges, was 100. This figure was naturally subject to fluctuation from time to time. It was not possible to give any estimate of the number of persons who might come to the United Kingdom on visits to attend meetings of these organisations and their subsidiary committees or other bodies.

Parliament had lately resolved that Her Majesty should be advised to make Orders in Council in relation to the undermentioned additional organisations :—

The Western European Union.
The Inter-governmental Maritime Consultative Organisation.
The Commission for Technical Co-operation in Africa, South of the Sahara.

These organisations would have their Headquarters in London. So far as could be foreseen at present the number of persons resident in the United Kingdom who would enjoy privileges and immunities in connection with their duties on Western European Union would be about fifty and on the Inter-governmental Maritime Consultative Organisation about ten. The object of the Order relating to the Commission for Technical Co-operation in Africa, South of the Sahara, was merely to confer upon that body the legal capacities of a body corporate. It did not provide for the grant of any personal privileges or immunities. [13th July.

HOUSE OF COMMONS

A. PROGRESS OF BILLS

Read First Time :—

Diplomatic Immunities Restriction Bill [H.C.] [14th July.

To enable Her Majesty to withdraw personal diplomatic immunities from members of the diplomatic missions of certain foreign sovereign Powers and their families; and to exclude citizens of the United Kingdom and Colonies from the enjoyment of such immunities.

Dundee Corporation Bill [H.C.] [15th July.

To confer further powers on the Corporation of the city and royal burgh of Dundee with respect to their transport undertaking.

House of Commons Disqualification Bill [H.C.] [12th July.

To re-enact with modifications the law relating to the disqualification for membership of the House of Commons of persons holding offices or places under the Crown and other offices or places, and persons contracting with the Crown or having pensions from the Crown; to make corresponding provision in respect of the Senate and House of Commons of Northern Ireland; and for purposes connected with the matters aforesaid.

Stromness Harbour (Guarantee) Order Confirmation Bill [H.C.] [14th July.

To confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act, 1936, relating to Stromness Harbour (Guarantee).

Sudan (Special Payments) Bill [H.C.] [14th July.
To provide for the payment of gratuities to or in respect of certain former officials of the Government or Parliament of the Sudan; to increase the superannuation allowances of Sir Robert Howe, lately Governor-General of the Sudan; and for purposes connected with the matters aforesaid.

Read Second Time:—

Dewsbury Moor Crematorium Bill [H.L.] [11th July.
German Potash Syndicate Loan Bill [H.L.] [11th July.

Read Third Time:—

Aberdeen Corporation Order Confirmation Bill [H.C.] [14th July.
County Courts Bill [H.C.] [15th July.
Wireless Telegraphy (Blind Persons) Bill [H.C.] [15th July.

B. Questions

Legal Advice Scheme

The Attorney-General said that he could not yet say when the legal advice scheme provided for by s. 7 of the Legal Aid and Advice Act, 1949, would be brought into force, but in any event it would not be introduced before legal aid had been made available in the county courts. [11th July.

Development Charge

Asked whether he was aware of the hardship caused in cases where the owner of a piece of land had paid a builder to build a house and had supplied the money to pay the development charge but did not receive the compensation money, Mr. W. F. Deedes said he assumed the question referred to people who had paid a price for house and land which was inclusive of development charge but who did not hold any claim under the Town and Country Planning Act, 1947, for depreciation of land values. He was advised that the Town and Country Planning Act, 1954, did not authorise such payment to be made in such cases. [12th July.

Tribunals (Rent Increases)

Asked if he was aware of the increases in rents which had been granted by tribunals under the 1954 Housing Act in cases where reasonable rents had been decided, and if he would introduce amending legislation to set a lower limit to the possible increase than that imposed by the 1954 Act, Mr. Duncan Sandys said he assumed the question referred to cases dealt with by tribunals under s. 1 of the Landlord and Tenant (Rent Control) Act, 1949, as amended by s. 36 of the Housing Repairs and Rents Act, 1954. Increases of rent had been allowed in about 14 per cent. of the cases dealt with up to 31st March. The Act did not impose any limit. [12th July.

British Troops, Germany (German Laws)

Mr. F. Maclean said that the arrangements relating to the subjection of British troops serving in Germany to German laws and the powers of German courts were set out in detail on pp. 16 to 24 of Command Paper 9368, "Documents relating to the Termination of the Occupation Regime in the Federal Republic of Germany." [12th July.

Election Candidates (Convicted Felons)

The Home Secretary declined to introduce legislation to prevent convicted felons serving sentences of over twelve months from being Parliamentary candidates. He was not satisfied that there was sufficient justification for making an exception from the established rule that the returning officer's jurisdiction did not extend to deciding whether a condidate was qualified or disqualified. [14th July.

Prisoners (Letters to Members)

The Home Secretary said that prisoners were required first to make any complaints which they had about prison treatment through one of the channels appointed for the consideration and redress of prisoners' grievances. There was no rule, however, that in matters not affecting prison treatment a prisoner must first petition the Home Secretary before writing to his Member. He should be allowed to write. [14th July.

STATUTORY INSTRUMENTS

Coal Mines (Training) (Amendment) General Regulations, 1955. (S.I. 1955 No. 972.) 6d.

Export of Goods (Control) (Amendment) Order, 1955. (S.I. 1955 No. 984.) 6d.

Fertilisers (England, Wales and Scotland) Scheme, 1955. (S.I. 1955 No. 994.) 5d.

Fertilisers (Northern Ireland) Scheme, 1955. (S.I. 1955 No. 995.) 6d.

Folkestone-Brighton-Southampton-Dorchester-Honiton Trunk Road (Cams Hill, Fareham, Diversion) Order, 1955. (S.I. 1955 No. 991.)

Gateshead (Repeal of Local Enactment) Order, 1955. (S.I. 1955 No. 1005.)

Draft **Hyde Park** Regulations, 1955. 5d.

Lincolnshire River Board Transfer Order, 1955. (S.I. 1955 No. 985.) 1s. 2d.

London Traffic (Prescribed Routes) (Wandsworth) (No. 2) Regulations, 1955. (S.I. 1955 No. 1000.)

Milk Distributive Wages Council (England and Wales) Wages Regulation (Amendment) Order, 1955. (S.I. 1955 No. 981.) 5d.

Motor Vehicles (Construction and Use) (Track Laying Vehicles) Regulations, 1955. (S.I. 1955 No. 990.) 1s. 2d.

National Health Service (Designation of Teaching Hospitals—The United Cardiff Hospitals) Order, 1955. (S.I. 1955 No. 987.)

Draft **National Insurance** (Industrial Injuries) (Colliery Workers Supplementary Scheme) Amendment (No. 2) Order, 1955. 5d.

National Insurance (Residence and Persons Abroad) Amendment Regulations, 1955. (S.I. 1955 No. 983.)

Neath-Abergavenny Trunk Road (Clydach and Other Diversions) (Variation) Order, 1955. (S.I. 1955 No. 992.)

Northern Fire Area Administration Amendment Scheme Order, 1955. (S.I. 1955 No. 1002 (S.107).) 8d.

Potatoes (Guaranteed Prices) Order, 1955. 5d.

Retention of Cables, Main and Pipe under Highway (East Riding of Yorkshire) (No. 1) Order, 1955. (S.I. 1955 No. 993.)

Stopping up of Highways (Bedfordshire) (No. 2) Order, 1955. (S.I. 1955 No. 975.)

Stopping up of Highways (Coventry) (No. 2) Order, 1955. (S.I. 1955 No. 976.)

Stopping up of Highways (East Sussex) (No. 2) Order, 1955. (S.I. 1955 No. 998.)

Stopping up of Highways (Gloucestershire) (No. 3) Order, 1955. (S.I. 1955 No. 974.)

Stopping up of Highways (Gloucestershire) (No. 4) Order, 1955. (S.I. 1955 No. 1015.)

Stopping up of Highways (Kent) (No. 10) Order, 1955. (S.I. 1955 No. 997.)

Stopping up of Highways (Sheffield) (No. 3) Order, 1955. (S.I. 1955 No. 977.)

Superannuation (Policy and Local Government Schemes) Interchange (Scotland) Amendment Rules, 1955. (S.I. 1955 No. 982 (S.105).) 6d.

Sutherland County Council (Loch Laoigh) Water Order, 1955. (S.I. 1955 No. 988 (S.106).) 5d.

Swine Fever (Amendment) Order, 1955. (S.I. 1955 No. 996.)

Treasury (Loans to Local Authorities) Interest (No. 2) Minute, 1955. (S.I. 1955 No. 1013.)

Treasury (Loans to Persons other than Local Authorities) (Interest) (No. 2) Minute, 1955. (S.I. 1955 No. 1014.)

Veterinary Surgeons (Disciplinary Committee) Order of Council, 1955. (S.I. 1955 No. 1018.)

Whaling Industry (Ship) (Amendment) Regulations, 1955. (S.I. 1955 No. 1001.)

[Any of the above may be obtained from the Government Sales Department, The Solicitors' Law Stationery Society, Ltd., 21 Red Lion Street, W.C.1. The price in each case, unless otherwise stated, is 4d. post free.]

NOTES AND NEWS

Honours and Appointments

Mr. RALPH FRANCIS ALNWICK GREY, C.M.G., O.B.E., has been appointed Chief Secretary of the Federation of Nigeria in succession to Sir Hugo Marshall, K.B.E., C.M.G., who goes on leave prior to retirement on 2nd August.

The Queen has been pleased to approve the appointment of Mr. RICHARD HERBERT KEATINGE, a Judge in the Somaliland Protectorate since 1950, to be a Puisne Judge, Uganda.

The following appointments are announced in the Oversea Service Division of the Colonial Office: Sir E. P. S. BELL, Chief Justice, British Guiana, to be Chief Justice, Northern Rhodesia; Mr. P. J. BOURKE, Puisne Judge, Kenya, to be Chief Justice, Sierra Leone; Mr. P. A. CARNE, Assistant Administrator General, Tanganyika, to be Resident Magistrate, Tanganyika; Mr. E. J. DAVIES, Attorney-General, Singapore, to be Chief Justice, Tanganyika; Mr. F. W. HOLDER, Attorney-General, British Guiana, to be Chief Justice, British Guiana; Mr. R. H. MURPHY, Chief Registrar, Gold Coast, to be Senior District Magistrate, Gold Coast; Mr. S. S. RAMPHAL, Crown Counsel, British Guiana, to be Assistant to the Attorney-General, British Guiana; Mr. P. H. COUNSELL to be Crown Solicitor, Northern Rhodesia; Mr. W. F. PICKERING to be Magistrate, Hong Kong; and Mr. A. J. PRICE to be Resident Magistrate, Nyasaland.

Miscellaneous

A memorial service for the late Noel Middleton, Q.C., will be held in the Temple Church, by kind permission of the Treasurers and Masters of the Bench of the Inner and Middle Temples, on Tuesday, 26th July, 1955, at 4.30 p.m.

COUNTY BOROUGH OF SMETHWICK DEVELOPMENT PLAN

On 28th June, 1955, the Minister of Housing and Local Government approved (with modifications) the above development plan. A certified copy of the plan as approved by the Minister has been deposited at the Town Clerk's Office, Council House, Smethwick. The copy of the plan so deposited will be open for inspection, free of charge, to all persons interested between 9 a.m. and 1 p.m. and 2.15 p.m. and 5.30 p.m. on Mondays to Fridays, and 9 a.m. and 12.30 p.m. on Saturdays. The plan became operative as from 8th July, 1955, but if any person aggrieved by the plan desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any regulation made thereunder has not been complied with in relation to the approval of the plan, he may, within six weeks from 8th July, 1955, make application to the High Court.

PREVENTION OF FRAUD (INVESTMENTS) ACT, 1939

The 1955 edition of the annual publication on the Prevention of Fraud (Investments) Act, giving particulars of persons and firms authorised to carry on the business of dealing in securities, has now been issued by the Board of Trade. The publication gives the names and addresses of holders of principals' licences, members of recognised stock exchanges and of recognised associations of dealers in securities, and exempted dealers. It also gives particulars of authorised unit trust schemes. It is published by H.M. Stationery Office, price 1s. 3d. net.

DOUBLE TAXATION: AUSTRIA

At discussions which have taken place in London between representatives of the Board of Inland Revenue and of the Austrian Federal Ministry of Finance, the draft of a double taxation convention between the United Kingdom and Austria has been agreed. The draft follows the lines of previous conventions made by this country.

Wills and Bequests

Mr. J. Alcock, solicitor, of Liverpool, left £35,518.

Mr. L. Horsfield, solicitor, of Halifax, left £13,556 (£13,469 net).

Mr. W. L. Jones, solicitor, of Bedford, left £61,381 (£60,791 net).

Mr. T. W. Naylor, solicitor, of Blackpool, left £37,031 (£26,905 net).

Mr. George Augustus Henry Waite, of Kettering, retired solicitor's managing clerk, left £11,013 (£10,676 net)

OBITUARY

MR. T. E. BAKER

Mr. Thomas Ernest Baker, solicitor, of Bedford Row, London, W.C.1, died on 12th July, aged 79. He was admitted in 1902.

MR. R. EVANS

Mr. Roger Evans, solicitor, of Bethesda, Caernarvonshire, died on 11th July, aged 77. He retired from the clerkship of Bethesda Urban Council five years ago, after holding that post for 40 years.

MR. I. L. PHILLIPS

Mr. Ivor Llewellyn Phillips, O.B.E., solicitor, of Newport, Monmouthshire, died on 8th July, aged 68. He was clerk to Newport Harbour Commissioners for 38 years. He was secretary of Monmouthshire Association of Friendly Societies and chairman of Newport and South Wales Benefit Society. For many years he was associated with the National Health Insurance administration in Wales and Monmouthshire. He was admitted in 1910.

SOCIETIES

The SOLICITORS' ARTICLED CLERKS' SOCIETY announce that on Tuesday, 26th July, there will be swimming at the Blue Pool, Dolphin Square, S.W.1. Meet Patrick Wright outside at 6 p.m. Charge 3s.

PLYMOUTH LAW SOCIETY gave a complimentary luncheon on 11th July at which the Lord Mayor of Plymouth, Mr. Edward Broad, himself a solicitor, was the guest of honour.

At the monthly meeting of the board of directors of the SOLICITORS' BENEVOLENT ASSOCIATION, held on 6th July, thirty-one solicitors were admitted as members of the association, bringing the total membership up to 7,972. Thirty-seven applications for relief were considered and grants totalling £4,336 6s. were made, £165 of which was in respect of "special" grants for holidays, clothing, etc.

All solicitors on the roll for England and Wales are eligible to apply for membership, and application forms and general information leaflets will gladly be supplied on request to the association's offices, Cliffords Inn, Fleet Street, London, E.C.4. The minimum annual subscription is £1 1s. and a single payment of £10 10s. constitutes life membership of the association.

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertising Offices: 21 Red Lion Street, London, W.C.1. Telephone: CHAncery 6855.

Annual Subscription: Inland £3 15s., Overseas £4 5s. (payable yearly, half-yearly or quarterly in advance).

Advertisements must be received first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).